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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10 JOHN LOPEZ, an individual,

11 Plaintiff,

12 v.

13 THE REGENTS OF THE UNIVERSITY OF
14 CALIFORNIA, a public entity; NATIONAL
15 COLLEGIATE ATHLETICS ASSOCIATION
(a/k/a the "NCAA"), an unincorporated
16 association; JIM L. MORA, an individual;
ADRIAN KLEMM, an individual;
17 ANTHONY VENUTE, an individual; and,
DOES 1 through 50, inclusive,

18 Defendants.

Case No. **19STCV18709**

COMPLAINT FOR DAMAGES

- 1) **NEGLIGENCE** – The Regents of the University of California (the "Regents"), Jim L. Mora, Adrian Klemm, Anthony Venute;
- 2) **NEGLIGENCE** – NCAA;
- 3) **BREACH OF EXPRESS CONTRACT** – NCAA and the Regents;
- 4) **BREACH OF IMPLIED CONTRACT** – NCAA and the Regents;
- 5) **BREACH OF IMPLIED CONTRACT (3rd PARTY BENEFICIARY)** – NCAA and the Regents;
- 6) **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS** – Jim L. Mora, Adrian Klemm, Anthony Venute;
- 7) **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS** – the Regents, Jim L. Mora, Adrian Klemm, Anthony Venute; and,
- 8) **NEGLIGENT HIRING AND/OR RETENTION** – The Regents

[DEMAND FOR JURY TRIAL]

Plaintiff JOHN LOPEZ (“Plaintiff” or “John”), by and through his attorneys of record herein, brings this Complaint against Defendants THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (the “Regents”), a public entity, and NATIONAL COLLEGIATE ATHLETICS ASSOCIATION (a/k/a the “NCAA”) (the “NCAA”), an unincorporated association; JIM L. MORA (“Coach Mora”), an individual; ADRIAN KLEMM (“Coach Klemm”), an individual; ANTHONY VENUTE (“Mr. Venute”); an individual; and DOES 1 through 50, (collectively referred to as the “Defendants”) and alleges the following:

INTRODUCTION

1. This is an action brought by the Plaintiff, John Lopez, pursuant to California statutory, decisional and regulatory laws to obtain redress for injuries he sustained, during the time in which he played football for the University of California Los Angeles (“UCLA”), including but not limited to multiple concussions, due to the reckless disregard for his health and safety of the Regents, the NCAA, and his coaches and trainers at UCLA. Plaintiff alleges as follows upon personal knowledge and his own acts and experiences and, as to all other matters, upon information and belief, including investigation conducted by his attorneys.

2. Plaintiff alleges that California statutory, decisional, and regulatory laws prohibit the conduct by Defendants herein alleged, and therefore Plaintiff has an entitlement to monetary relief on the basis that Defendants violated such statutes, decisional law, and regulations.

JURISDICTION AND VENUE

3. Jurisdiction is proper in this Court by virtue of the California statutes, decisional law, and regulations, and the local rules under the Los Angeles County Superior Court Rules.

4. Venue is proper in this Court pursuant to § 395(a) of the California Code of Civil Procedure, because the acts and omissions giving rise to the causes of action stated herein occurred or arose in the County of Los Angeles.

5. The amount in controversy is over \$25,000.00.

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PARTIES

6. At all times herein mentioned, Plaintiff JOHN LOPEZ (“Plaintiff” or “John”) is a natural person and has been, a resident of the County of Orange, State of California. John attended UCLA and played Offensive Tackle for the UCLA football team from 2013-2016.

7. At all times herein mentioned, Defendant, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (the “Regents”) is a public entity. The Regents owns and operates the University of California Los Angeles (“UCLA”), where Plaintiff attended college and played on the football team as a student athlete.

8. At all times herein mentioned, Defendant, NATIONAL COLLEGIATE ATHLETIC ASSOCIATION (the “NCAA”) is an unincorporated association that acts as the governing body of college sports. Its principal office is located in Indianapolis, Indiana.

9. At all times herein mentioned, Defendant, JIM L. MORA (“Coach Mora”), an individual, was the head football coach of the UCLA Bruins, and was a resident of the County of Los Angeles, California.

10. At all times herein mentioned, Defendant, ADRIAN KLEMM (“Coach Klemm”), an individual, was the head football coach of the UCLA Bruins, and was a resident of the County of Los Angeles, California.

11. At all times herein mentioned, Defendant, ANTHONY VENUTE (“Mr. Venute”), an individual, was an associate trainer for the UCLA Athletics Department and the head trainer for the UCLA Bruins football team, and was a resident of the County of Los Angeles, California.

12. Plaintiff is informed and believes and thereon alleges that each of Defendants herein were at all times the agent, employee, or representative of each remaining Defendant, and were at all times herein acting within and outside the scope and purpose of said agency and employment. Plaintiff further alleges that as to each Defendant, whether named, or referred to as a fictitious name, said Defendants supervised, ratified, controlled, acquiesced in, adopted, directed, substantially participated in, and/or approved the acts, errors or omissions, of each remaining Defendant.

13. Plaintiff is informed and believes and thereon alleges that each of the Defendants herein is responsible in some manner for the occurrences, injuries, and damages herein, and that the damages were directly and proximately caused by these Defendants' acts and omissions

14. The true names and capacities of the Defendants named herein as DOES 1 through 50, inclusive, whether individual, corporate, partnership, association, or otherwise, are unknown to Plaintiff who therefore sues these Defendants by such fictitious names. Plaintiff will request leave of court to amend this Complaint to allege their true names and capacities at such time as they are ascertained.

STATUTES OF LIMITATIONS

15. To the extent there are any statutes of limitations applicable to Plaintiff's claims, the running of the limitation period has been tolled by the parties' Tolling Agreement which expires on May 30, 2019.

FACTUAL ALLEGATIONS

A. John was Recruited as Offensive Lineman for UCLA Bruins Football Team

17. John attended Orange Lutheran as a student-athlete in the years 2009 to 2013. Orange Lutheran has a nationally recognized athletics and academic program with an emphasis on excellence in competition and performance for student athletes. John played for the football team as an offensive guard.

18. Due to his excellent performance as a high school football player, John was recruited by many prestigious universities, including UCLA. UCLA offensive line coach and ace recruiter Adrian Klemm ("Coach Klemm") extended an offer to John for a full-ride (full tuition, fees and room and board) athletic scholarship. John accepted this offer and signed contracts with UCLA Intercollegiate Athletics and the NCAA.

19. During John's recruitment, John's parents informed the coaching staff and UCLA Intercollegiate Athletics Program that he had been diagnosed with Attention Deficit Hyperactivity Disorder (ADHD) early in his life and had struggled academically, due to learning disabilities. If any of John's coaches and trainers at UCLA were aware that ADHD is a known risk factor for traumatic brain injury, no one ever mentioned it to John or his parents. (See Alosco, Fedor, and

Gunstad, *Attention Deficit Hyperactivity Disorder as a Risk Factor for Concussions in NCAA Division-I Athletes* (Pub. Feb. 2014) Brain Injury, volume 28, Issue 4.) John and his parents were assured by the coaching staff and the University that all necessary academic support services would be provided to him.

B. John Suffers His First Concussion

20. John reported for his first football summer training camp with the UCLA Bruins in August 2013. For the most part he practiced with the other offensive line players, overseen by Offensive Line Coach, Adrian Klemm (“Coach Klemm”). As the purpose of the football summer camp is to jump-start the players’ physical condition, their intense practice regimen consisted of heavy conditioning, position-specific drills, learning plays, and playing scrimmage game simulations.

21. John’s coaches, Coach Klemm in particular, put him and his teammates through a continuous regimen of strenuous and dangerous drills. Some of these drills required that John take repeated hits to his head.

22. During the Bruins’ 2013 summer training camp, John and several his teammates on the offensive line suffered concussions, bringing attention from the media. (Wang and Pinion-Whitt. *Separated Shoulder Likely Ends UCLA Freshman Cornerback Johnny Johnson’s Season*, San Bernardino Sun (August 13, 2013) accessed on April 18, 2019 at <https://www.sbsun.com/2013/08/13/separated-shoulder-likely-ends-ucla-freshman-cornerback-johnny-johnsons-season/>.) In fact, John and several others were sent from the practice field to the closest hospital emergency department at Loma Linda Medical Center with apparent head injuries from the numerous hits they were taking to the head. The San Bernardino Sun reported:

23. Whether exacerbated by the San Bernardino heat or simply a bit of bad luck, *seven UCLA players were sidelined Tuesday with concussion-like symptoms — taking a large chunk of the offensive line*. “I don’t know why we seem to have this rash of head injuries,” Mora said. “I’m not sure how serious all of them are, but we’re going to treat them all as if they’re very serious.” *Five offensive linemen were sidelined: redshirt sophomores Kevin McReynolds and Ben Wysocki and true freshmen Alex Redmond, Poasi Moala and John Lopez*. Redmond and

Wysocki were competing at right guard, while Moala had taken the majority of second-team snaps at right tackle.

24. *John and four (4) other offensive line teammates and a total of seven (7) UCLA football players suffered concussion-type head injuries in a just a few days playing in temperatures up to ninety-five (95) degrees!* There had been an apparent increase in the number of concussions suffered by the offensive linemen, who were coached by Adrian Klemm. The players under his watch were subjected to an unreasonably high-risk of injuries from repetitive hitting and helmet-to-helmet contact. The drills went on in ten-minute sets with six to eight repetitions each.

25. Following the end of the 2013 summer training camp, senior linebacker and former team captain and defensive team MVP, Patrick Larimore, who had sustained multiple previous concussions, decided to take early medical retirement after receiving a concussion at summer training camp on August 6, 2013. (Yoon. *Patrick Larimore Medically Retires*. ESPN.com (Aug. 13, 2012) accessed on April 18, 2019 at http://www.espn.com/los-angeles/ncf/story/_/id/8265858/ucla-bruins-patrick-larimore-chooses-medical-retirement-due-concussions.)

26. In the regular season, after sustaining a head injury at the 2013 summer training camp and again in a pre-season game on September 15, 2013, senior offensive lineman Greg Capella also took an early medical retirement for concussion-related issues. (Foster. *UCLA Offensive Lineman Greg Capella takes a Medical Retirement*. Los Angeles Times (April 2, 2013) accessed on April 18, 2019 at <https://www.latimes.com/sports/la-xpm-2013-apr-02-la-sp-sn-greg-capella-ucla-football-20130402-story.html>.) In or about October 2016, Thomas Sullivan, a former receiver and team captain sued the NCAA and Pac-12, as a class representative in a class action lawsuit, alleging misconduct that led him to suffer more than twenty (20) during his college football career at UCLA. (Nguyen. *Former UCLA Football Captain Sues NCAA, Pac-12 Over Concussions*. Inside UCLA (October 5, 2016) accessed on April 18, 2019 at <http://www.insidesocal.com/ucla/2016/10/05/former-ucla-football-captain-sues-ncaa-pac-12-over-concussions>.)

1 27. At Loma Linda Medical Center, John was given a computerized tomography (CT)
2 scan, but following the injury, the team did not follow a post-concussion protocol to determine
3 whether or not John developed symptoms of cognitive impairment, nor did the trainers follow up
4 with John to determine if he showed persistent symptoms, for which he should have immediately
5 sought further medical evaluation and treatment from a doctor—but, under no circumstances,
6 should they have just sent him back onto the football field without sufficient follow-up, which is
7 exactly what they did. John’s trainers and coaches neglected to administer a proper post-
8 concussion protocol that included follow-up or even recommend that additional precautions
9 should have been taken to monitor his mental health after his concussion, particularly when it is
10 widely known to football coaches and trainers that post-concussion symptoms include off-the-field
11 mental health disorders like depression. Although the UCLA football team had a post-concussion
12 protocol, it was merely for show, as players were rushed through the process, in order to return
13 them to the playing field as soon as possible without properly clearing them to return to play.

14 28. Almost as soon as he began practicing with the team, John heard rumors circulating
15 among the players that Coach Klemm had a history of abusive behavior. John witnessed first-hand
16 Coach Klemm’s outrageous treatment of injured players. In fact, Coach Klemm often ridiculed
17 injured players in front of the entire team and coaching staff, calling them “pussies,” who just
18 wanted to get out of practice. After suffering his first concussion, John fell into this unfortunate
19 category of injured players and would soon become a target for Coach Klemm’s harassment and
20 humiliation.

21 29. Following his first concussion, the coaching staff ostracized John, leaving him
22 feeling marginalized and embarrassed. Coach Klemm treated John like damaged goods because of
23 his initial concussion, which occurred almost as soon as he started playing for the team. In fact,
24 Coach Klemm made it a priority to shame John by unfairly reprimanding, chastising, disciplining,
25 and cursing out John.

26 30. Coach Klemm’s behavior steadily worsened towards John as he began singling him
27 out and berating him, calling him an assortment of names and making threats like, “I will make it
28 my mission that you never see the field.” He also made up a special drill, where John stood and

1 got hit by all his teammates, one after another, while Coach Klemm shouted, “Come on, guys!
2 Fuck him up!” Coach Klemm’s demeaning treatment caused John to suffer physical, emotional
3 and mental abuse. The extreme and outrageous conduct of Coach Klemm to which John was
4 subjected was beyond the pale of anything John or his parents could have ever expected to come
5 from a coach at a Division 1 NCAA University. The coach-athlete relationship that John
6 experienced at UCLA was one in which Coach Klemm abused his power without censure by his
7 superiors, or worse, they encouraged his methods, despite the risk of concussions he recklessly
8 inflicted on his own players.

9 **C. John’s Second Concussion**

10 31. John’s second concussion occurred at the same training camp in San Bernardino
11 State facility, at the beginning of his sophomore season on or about August 9, 2014. This
12 concussion occurred in the course of yet another practice drill, conducted by Coach Klemm, in
13 which John took multiple extreme hits to the head. John reported symptoms of his injury to the
14 team training staff, explaining that he was experiencing headaches and noise sensitivity. Although
15 team trainer Anthony Venute (“Mr. Venute”) may have stated that John’s symptoms were possibly
16 indicative of post-concussion cognitive injury, he still failed to recommend further evaluation and
17 proper medical treatment or, at the very least, that he be taken off the football field for enough
18 time to assess the extent of his head injury.

19 32. Under Coach Mora’s, a “no excuses” culture, players had to be more than tough if
20 they wanted to keep a starting spot and if they were injured, they could never let it slow them
21 down if they wanted to succeed. The pressure to “play through the pain” was ingrained into the
22 players’ mentalities. Not just in games, but especially in practice, where players were subjected to
23 a pattern and practice of mental and physical abuse. The drills players were put through at
24 practice were unnecessarily brutal, requiring players to practice at full speed with no safeguards
25 against helmet-to-helmet contact, especially for the offensive linemen, coached by Coach Klemm.

26 33. The team’s punishing practice regime left no time for John to recover from any of
27 the post-concussion symptoms he experienced. During the regular season, approximately July
28 through January, the team practices five (5) days a week with contact training every day. If he

1 ever so much as mentioned that he might not be ready to practice or play, John was immediately
2 subjected to ridicule and shaming by his coaches and trainers. It was clear that no one at UCLA
3 was seriously following a post-concussion protocol that involved follow-up for athletes.

4 34. Incidentally, in or about November 2017, Coach Mora was fired by UCLA from his
5 position as head football coach of the Bruins, after coaching the team for (6) six seasons. In or
6 about January 2017, Coach Klemm was fired by UCLA from his position as offensive line coach.

7 **D. John's Third Concussion**

8 35. John's third concussion occurred on or about December 15, 2015, his junior year of
9 college. On the night of the team banquet at the end of the season, John found himself in
10 psychological agony. Wrought with anxiety and in the midst of a full-fledged panic attack, he left
11 the event early and went home. By the time he arrived at his apartment, John had a terrible
12 headache, so he lied down on his bed and eventually fell asleep. The next morning, when he
13 awoke, John stood up out of bed and began to feel dizzy and then passed out on his feet. On his
14 way down, he hit his head and was rendered unconscious. After gaining consciousness, he
15 immediately called his mother. When he told her what had happened, she called one of John's
16 teammates, who transported him to receive emergency medical care.

17 36. In light of the clear indications that John was suffering from text-book post-
18 concussion symptoms from his prior two concussions, it was grossly negligent for his coaches and
19 trainers to allow him back on the playing field.

20 **E. John's Forced Medical Retirement**

21 37. At the end of his junior season, after three punishing years of Coach Mora's and
22 Coach Klemm's regimen of systematic psychological and physical debasement, John reluctantly
23 requested a "medical retirement." This meant that John would never again play football. Although
24 disappointing for John, his medical retirement probably saved his life and honestly should have
25 occurred much earlier, but the damage was done.

26 38. Indeed, John has experienced short-term memory loss, which has only gotten
27 progressively worse, day-by-day. John has done his best to carry on with his every-day life, but
28 the multiple concussions have left him impaired in even his most basic tasks, let alone in his

1 schoolwork. John frequently falls into episodes of dark depression and paralyzing anxiety, both of
2 which are conditions that he never experienced prior to suffering his concussions. John is further
3 so wrought with anxiety that he cannot stand to be around his former teammates or even risk
4 running into them on campus, making it all but impossible for him to continue his education.
5 These debilitating issues now culminate in severe panic attacks, which render him unable to even
6 leave the house until they pass.

7 39. John's parents noticed with great alarm the drastic changes in his demeanor and his
8 difficulties in simply carrying on a telephone conversation, as he frequently has trouble answering
9 even the simplest questions. John's parents had appealed to his coaches and student athlete
10 services, explaining that John was experiencing these issues and asking if there was anything they
11 could do for him to help him complete his education. John's recruiters had guaranteed his parents
12 that the UCLA academic support committee would use all its resources to assist John in his studies
13 and help him succeed academically, even with his ADHD. Unfortunately for John and his parents,
14 this turned out to be yet another unfulfilled promise. And, no one on the coaching or training
15 staff, whether or not they were informed as such, ever warned John or his parents that his ADHD
16 may have been a risk factor for sustaining concussions.

17 40. John's parents' efforts to find resources to help John at school, like the kind of
18 support his recruiters had promised he would receive upon his entry into the school, have resulted
19 in a failure to find anyone willing to address their concerns in any meaningful way. While John
20 made use of the on-campus therapists through the student health department and whatever
21 academic support resources, nothing has been able to help him successfully function as a student
22 at UCLA. John has taken a leave of absence from school and he presently lives with his parents in
23 Orange County.

24 41. John's mental and emotional state has degenerated to one that is wracked with
25 anxiety and prone to regular panic attacks and bouts of depression. Sadly, the most alarming event
26 in John's downward spiral came in the Fall Quarter of classes in 2016, when he attempted to take
27 his own life. Even though John had *never* in his life displayed or experienced suicidal ideations,
28 that rapidly changed soon after taking his medical retirement from the football team. During a

1 punishing bout of depression, John took an assortment of over-the-counter and prescription
2 medications in an attempted overdose. Fortunately, John called his family and his girlfriend and
3 informed them of what he had done, and they were able to send one of John's friends to transport
4 him to the emergency department at UCLA medical center, allowing him to survive his attempted
5 suicide.

6 42. John's suicide attempt was followed, in approximately the Spring Quarter of 2016,
7 blinding headaches, sensitivity to light, fogginess, and a rollercoaster of emotional extremes for
8 John. He became so anxious about going to class that he frequently chose not to go, fearing that
9 someone from the football team was watching him.

10 43. Finally, it came to the point when UCLA threatened to expel John for his failure to
11 meet the University's high academic standards. John's parents both expressed their concerns about
12 John's academic struggles and his head injuries to John's former coaches and to whatever UCLA
13 administrators they could get to listen, but their appeals have fallen on deaf ears. John remains
14 just a few quarters shy of earning his degree in Political Science, but he and his parents are
15 doubtful that he can finish in regular classes on campus.

16 **F. The NCAA and UCLA Had a Duty to Protect and Safeguard Student Athletes**

17 44. College athletics at NCAA member institutions, including UCLA, are tightly
18 regulated by the NCAA Constitution, Operating Bylaws, and Administrative Bylaws, which
19 comprise over 400 pages of detailed rules that govern in detail all matters relating to athletic
20 events, including: player well-being and safety, playing time and practice rules for each sport,
21 contest rules, recruiting, eligibility, and scholarships.

22 45. The NCAA also publishes a Sports Medicine Handbook (the "Handbook"), which
23 includes policies and guidelines for the treatment and prevention of injury, as well as return-to-
24 play instruction. The Handbook is also produced annually and sent directly to head athletic
25 trainers, as well as various individuals at NCAA member institutions, such as UCLA.

26 46. The Handbook states that it is the job of the NCAA Committee on Competitive
27 Safeguards and Medical Aspects of Sports "to formulate guidelines for sports medicine care and
28 protection of student-athletes' health and safety" and "to assist member schools in developing a

safe intercollegiate athletic program.” The 2010-11 NCAA Sports Medicine Handbook, at 2.

47. The NCAA Constitution declares that the NCAA will control intercollegiate sports to protect the physical and educational well-being of student athletes. Article 2.2 of the NCAA Constitution specifically governs the “Principle of Student-Athlete Well-Being,” and provides in pertinent part:

2.2 THE PRINCIPLE OF STUDENT-ATHLETE WELL-BEING

Intercollegiate athletics programs shall be conducted in a manner designed to protect and enhance the physical and educational well-being of student-athletes (*Revised 11/21/05.*)

* * *

2.2.3 Health and Safety. It is the responsibility of each member institution to protect the health of, and provide a safe environment for, each of its participating student-athletes. (*Adopted: 1/10/95.*)

48. In fact, the NCAA Constitution mandates that “each member institution must establish and maintain an environment in which a student-athlete’s activities are conducted as an integral part of the student-athlete’s educational experience.” NCAA Const., Art. 2, § 2.2.1 (*Adopted: 1/10/95.*)

49. Thus, the NCAA has reaffirmed, time and time again, its responsibility for the health and well-being of student athletes and, as a member institution, UCLA shared in the NCAA’s duty to maintain a safe environment for John and his fellow student-athletes at UCLA.

G. Mental and Physical Harm Suffered by John

50. As a result of the multiple traumatic head injuries John suffered at UCLA and the reckless conduct of his coaches and trainers, he must cope with variety of debilitating post-concussive symptoms, which can only worsen, for the rest of his life.

51. John has been diagnosed with repetitive post-concussive symptoms. He suffers from recurrent headaches and dizziness, among a laundry list of other symptoms, ever since he suffered his first concussion in 2013. His doctors have further diagnosed him with mixed headache disorder, which is resistant to treatment or medication.

52. John's post-concussive symptoms encompass a wide variety of adverse events, including but not limited to headaches and dizziness that can last a lifetime, as well as numerous other negative symptoms that may manifest at any time following a concussion or multiple concussions.

53. In some cases, people experience behavior or emotional changes after a mild traumatic brain injury. In John's extreme case, in or about the Fall of 2016, John attempted to take his own life, explaining to his therapists and physicians that he had never had suicidal ideations or made plans to commit suicide until just before his attempted overdose.

54. John is likely to suffer worsening and additional post-concussive symptoms such as progressively more severe headaches, dizziness, fatigue, irritability, anxiety, insomnia, loss of concentration and memory, and noise and light sensitivity. John has already experienced all of these symptoms to a certain degree following his concussions.

55. John's injuries are well-documented and serious and there is no specific course of action that promises to even mitigate his lifelong suffering. It is certain, however, that a lifetime of rehabilitation therapy is necessary if John is to have any relief from his symptoms, the costs of which, over the course of his life is not known at this time.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Negligence against Defendants the Regents, Jim L. Mora, Adrian Klemm, Anthony Venute, and DOES 1-50, inclusive)

56. Plaintiff realleges and incorporates herein by reference each and every paragraph in this Complaint as though fully set forth herein.

57. Defendants the Regents, Jim L. Mora, Adrian Klemm, and Anthony Venute, and DOES 1-50 at all relevant times herein, assumed a duty to protect Plaintiff and other student athletes from concussions and/or brain injuries.

58. Plaintiff relied on Defendants' superior knowledge and expertise, as well as Defendants' representations that they were looking out for his health and safety.

59. Defendants the Regents, Jim L. Mora, Adrian Klemm, and Anthony Venute, and DOES 1-50 knew or should have known that their actions or inaction in light of the rate and extent of concussions reported and made known to them would cause harm to Plaintiff and other student-athletes.

60. Defendants the Regents, Jim L. Mora, Adrian Klemm, and Anthony Venute, and DOES 1-50 were careless and negligent by breaching their duty of care assumed for the benefit of Plaintiff and other student-athletes, both generally and in the following particular respects:

- a. failing to implement and follow concussion-management practices;
- b. failing to implement and follow medically supervised return-to-play criteria with express time requirements for the student-athlete who was concussed or displayed concussion symptoms to be asymptomatic;
- c. failing to require that student-athletes who suffered a concussion or displayed concussion symptoms be managed by medical personnel with specific expertise in concussion diagnosis, treatment, and management;
- d. failure to require that student athletes who suffered a concussion or displayed symptoms of a concussion not be left alone and that medical personnel with specific expertise in concussion diagnosis, treatment, and management regularly monitor the student-athlete for deterioration;
- e. failing to provide appropriate medical care or coverage for costs of medical care for student-athletes who suffered concussions or displayed concussion symptoms; and,
- f. other acts of negligence or carelessness that may materialize during the pendency of this action.

61. Plaintiff has experienced and may in the future suffer from an assortment of problems associated with the harm and injuries described above, including but not limited to post-concussion syndrome with Chronic Traumatic Encephalopathy, as well as such symptoms as headaches, dizziness, loss of memory, depression, anxiety, impulsivity to anger, cognitive dysfunction, employment impairment, limitations in physical activities, embarrassment, loss of the pleasures of life, early-onset dementia, and Parkinsonism, among other things.

62. As a proximate result of the negligence of Defendants as alleged herein Plaintiff has incurred, and will incur, loss of income, wages, property damage, and other pecuniary losses, the full nature, extent and amount of which are not yet known to Plaintiff, the exact amount of such expenses will be stated according to proof at the time of trial.

SECOND CAUSE OF ACTION

(Negligence against Defendants the NCAA and DOES 1-50, inclusive)

63. Plaintiff realleges and incorporates herein by reference each and every paragraph in this Complaint as though fully set forth herein.

64. Defendants the NCAA and DOES 1-50 had a duty toward Plaintiff and other student-athletes to supervise, regulate, monitor and provide reasonable and appropriate rules to minimize the risk of injury to the players.

65. The NCAA and DOES 1-50 acted carelessly and negligently in their position as the regulatory body for college teams and its student-athletes, including Plaintiff. Defendants knew or should have known that their actions or inaction in light of the rate and extent of concussions reported and made known to them would cause harm to players in both the short- and long- term.

66. Defendants were careless and negligent by breaching their duty of due care assumed for the benefit of the Plaintiff, both generally and in the following particular respects:

- a. failing to implement or require the implementation of concussion-management practices that met consensus best practices;
- b. failing to implement or require the implementation of medically supervised stepwise return-to-play criteria with express time requirements for the student-athlete who was concussed or displayed concussion symptoms to be asymptomatic;
- c. failing to require that student-athletes who suffered a concussion or displayed concussion symptoms be managed by medical personnel with specific expertise in concussion diagnosis, treatment, and management;
- d. failing to require that student-athletes who suffered a concussion or displayed symptoms of a concussion not be left alone and that medical personnel with

specific expertise in concussion diagnosis, treatment, and management regularly monitor the student-athlete for deterioration;

- e. leaving discretion of return to play for a student-athlete that had suffered a concussion or displayed concussion symptoms to an individual members institution's "medical staff" without regard to whether the staff included physicians or personnel with specific expertise in concussion diagnosis, treatment, and management;
- f. failing to implement and/or enforce game rules of play designed to minimize, or that would have the effect of minimizing, head injuries or concussions;
- g. failing to police or require member institutions to follow Guideline 2o or 2i, respectively;
- h. failing to provide appropriate medical care or coverage for costs for medical care for student-athletes who suffered concussions or displayed concussion symptoms; and
- i. other acts of negligence or carelessness that may materialize during the pendency of this action.

67. Plaintiff has experienced and may in the future suffer, from an assortment of problems associated with the harm and injuries described above, including but not limited to post-concussion syndrome and Chronic Traumatic Encephalopathy, as well as such symptoms as headaches, dizziness, loss of memory, depression, anxiety, impulsivity to anger, cognitive dysfunction, employment impairment, limitations in physical activities, embarrassment, loss of the pleasures of life, early-onset dementia, and Parkinsonism, among other things.

68. As a proximate result of the negligence of Defendants as alleged herein Plaintiff has incurred, and will incur, loss of income, wages, property damage, and other pecuniary losses, the full nature, extent and amount of which are not yet known to Plaintiff, the exact amount of such expenses will be stated according to proof at the time of trial.

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THIRD CAUSE OF ACTION

4 (Breach of Express Contract against Defendants the NCAA and the Regents and DOES 1-50,
5 inclusive)

6 69. Plaintiff realleges and incorporates herein by reference each and every paragraph in
7 this Complaint as though fully set forth herein.

8 70. Plaintiff and Defendants the NCAA and DOES 1-50 were parties to a contract.
9 Plaintiff, prior to participation as an NCAA athlete, had to complete a form where he affirmed that
10 he had read the NCAA regulations and the respective NCAA Division Manual, each of which
11 expressly encompasses the NCAA Constitution, Operating Bylaws, and Administrative Bylaws
12 (collectively, the "Manual"), that they understand all of the respective NCAA Division Bylaws,
13 and that they will abide by them.

14 71. In the Manual, the NCAA promises to perform the following services, *inter alia*,
15 for the student-athletes' benefit:

- 16 a. "to initiate and improve intercollegiate athletics programs for student athletes..."
17 NCAA Const., Art. I, § 1.2(a);
- 18 b. "to uphold the principal of institutional control of, and responsibility for, all
19 intercollegiate sports in conformity with the constitution and bylaws of this
20 association," NCAA Const. Art. I, § 1.2(b);
- 21 c. to apply the NCAA's enforcement procedures to member institutions who fail to
22 follow the NCAA's rules, NCAA Const., Art. 1, § 1.3.2;
- 23 d. to conduct intercollegiate athletics "in a manner designed to protect and enhance
24 the physical and educational well-being of student-athletes," NCAA Const., Art. 2,
25 § 2.2;
- 26 e. to enforce the requirement that "each member institution [] protect the health of,
27 and provide a safe environment for, each of its participating student-athletes,"
28 NCAA Const., Art. 2, § 2.2.3;

- 1 f. to enforce the requirement that “each member institution must establish and
2 maintain an environment in which a student-athlete’s activities are conducted as an
3 integral part of the student-athlete’s education experience,” NCAA Const., Art. 2, §
4 2.8.2; and,
5 g. to “assist the institution in its efforts to achieve full compliance with all rules and
6 regulations...,” NCAA Const., Art. 2, § 2.8.2.

7 72. For consideration in return for the NCAA’s promises, each student-athlete agrees to
8 abide by the Manual and any other NCAA rules, participates in an NCAA sport which provides a
9 benefit to the NCAA and its member institutions, and agrees to waive certain rights, including the
10 right to profit from participation.

11 73. The NCAA acknowledges that “student-athletes *rightfully assume* that those who
12 sponsor intercollegiate athletics have taken reasonable precautions to minimize the risks of injury
13 from athletics participation.”

14 74. The Manual thus constitutes a contract between the NCAA, its member institutions
15 and the student-athletes.

16 75. The student-athletes have fulfilled their obligations under the contract by providing
17 their services.

18 76. The NCAA, and its member institutions, have breached their contractual
19 commitment to provide a safe environment by:

- 20 a. failing to educate players concerning symptoms that may indicate a concussion has
21 occurred;
22 b. failing to warn of the risk of unreasonable harm resulting from concussions;
23 c. failing to disclose the special risks of long-term complications from concussions in
24 causing chronic life-long cognitive decline;
25 d. failing to promulgate rules and regulations to adequately address the dangers of
26 repeated concussions and a return-to-play policy to minimize long-term chronic
27 cognitive problems;
28 e. concealing pertinent facts;

f. failing to adopt rules and reasonably enforce those rules and reasonably enforce those rules to minimize the risk of player suffering debilitating concussions including limits on contact practices; and,

g. failing to provide long-term insurance coverage for concussion-related injuries.

77. The NCAA, and its member institution, UCLA, have breached their contractual commitment to student-athletes to provide a safe environment in one or more of the following ways:

a. by failing “to initiate, stimulate and improve intercollegiate athletics programs for student athletes...,” in breach of NCAA Const., Art. 1, § 1.2(a), including, but not limited to, by:

i. failing to implement or require the implementation of adequate concussion-management practices that met consensus best practices;

ii. failing to implement or require the implementation of medical-supervised stepwise return-to-play criteria with express time requirements for the student athlete who was concussed or displayed concussion symptoms to be asymptomatic;

iii. leaving discretion of return to play for a student-athlete that had suffered a concussion or displayed concussion symptoms to an individual members institution’s “medical staff” without regard to whether the staff included physicians or personnel with specific expertise in concussion diagnosis, treatment, and management;

iv. failing to implement and/or enforce game rules of play designed to minimize, or that would have the effect of minimizing, head injuries or concussions;

v. failing to police or require member institutions to follow Guideline 2o or 2i, respectively; and,

vi. failing to provide appropriate medical care or coverage for costs for medical care for student-athletes who suffer concussions or displayed concussion symptoms.

- b. by failing “to uphold the principal of institutional control of, and responsibility for, all intercollegiate sports in conformity with the constitution and bylaws of this association,” in breach of NCAA Const., Art. 1, § 1.2(b);
- c. by failing to apply the NCAA’s enforcement procedures to member institutions who fail to follow the NCAA’s rules, in breach of NCAA Const., Art. 1, § 1.3.2;
- d. by failing to conduct intercollegiate athletics “in a manner designed to protect and enhance the physical well-being of student-athletes,” in breach of NCAA Const., Art 2, § 2.2, including, but not limited to, by failing to provide those services enumerated at Paragraph 287(a)(i)-(viii);
- e. by failing to enforce the requirement that “each member institution [] protect the health of, and provide a safe environment for, each its participating student-athletes,” in breach of NCAA Const., Art. 2, § 2.2.3;
- f. by failing to enforce that “each member institution must establish and maintain an environment in which a student-athlete’s activities are conducted as a integral part of the student-athlete’s education experience,” in breach of NCAA Const., Art. 2, §2.2; and,
- g. by failing to “assist the institution in its efforts to achieve full compliance with all rules and regulations....,” in breach of NCAA Const., Art. 2, § 2.8.2, including but not limited to, by failing to provide those services enumerated at Paragraph 287 (a)(i)-(viii).

78. As a result of the foregoing, Plaintiff has been injured and is entitled to damages and other relief as provided by law in an amount to be proved at law.

FOURTH CAUSE OF ACTION

(Breach of Implied Contract against Defendants the NCAA and the Regents and DOES 1-50, inclusive)

79. Plaintiff realleges and incorporates herein by reference each and every paragraph in this Complaint as though fully set forth herein.

80. To the extent that an express contract does not exist, the facts and circumstances set

1 forth above establish an implied contract wherein Plaintiff, in return for participation, agreed to be
2 bound by NCAA's and its member institution's rules and expected the NCAA and its member
3 institutions to provide appropriate rules and regulations so as to protect his health and safety to the
4 extent possible.

5 81. The NCAA acknowledges that "student-athletes rightfully assume that those who
6 sponsor intercollegiate athletics have taken reasonable precautions to minimize the risks of injury
7 from athletics participation."

8 82. The NCAA, and the Regents, its member institution, have breached their
9 contractual commitment to provide a safe environment by:

- 10 a. failing to implement or require the implementation of a concussion-management
11 practices that met consensus best practices;
- 12 b. failing to implement or require the implementation of medically-supervised
13 stepwise return-to-play criteria with express time requirements for the student-
14 athlete who was concussed or displayed concussion symptoms to be asymptomatic;
- 15 c. failing to require that student-athletes who suffered a concussion or displayed
16 concussion symptoms be managed by medical personnel with specific expertise in
17 concussion diagnosis, treatment, and management;
- 18 d. leaving discretion of return to play for a student-athlete that had suffered a
19 concussion or displayed concussion symptoms to an individual member
20 institution's "medical staff" without regard to whether the staff included physicians
21 or personnel with specific expertise in concussion diagnosis, treatment, and
22 management;
- 23 e. failing to implement and/or enforce game rules of play designed to minimize, or
24 that would have the effect of minimizing, head injuries or concussions;
- 25 f. failing to police or require member institutions to follow Guideline 2o or 2i,
26 respectively; and,
- 27 g. failing to provide appropriate medical care or coverage for costs of medical care for
28 student-athletes who suffered concussions or displayed concussion symptoms.

83. As a result of the foregoing, Plaintiff has been injured and is entitled to damages and other relief as provided by law in an amount to be proved at law.

FIFTH CAUSE OF ACTION

(Breach of Implied Contract – As Third-Party Beneficiary against Defendants the NCAA and the Regents and DOES 1-50, inclusive)

84. Plaintiff realleges and incorporates herein by reference each and every paragraph in this Complaint as though fully set forth herein.

85. To the extent the Court finds no contract exists, either express or implied, between the student-athlete and the NCAA, then the NCAA and the Regents, on behalf of UCLA, were parties to a contract. As an express condition of UCLA's membership in the NCAA, it must agree to abide by the respective NCAA Division Manual, each of which expressly encompasses the NCAA Constitution, Bylaws, and Administrative Bylaws (collectively, the "Manual"). The Manual thus constitutes a contract between the NCAA and the Regents.

86. Plaintiff is a third-party beneficiary of the contract between the NCAA and the Regents because the parties to the contract intended to benefit student-athletes and indeed the contract expressly provides for benefits to flow to the student-athletes as part of the "Fundamental Policy of the NCAA":

1.2 PURPOSES[*]

The purposes of this Association are:

- (a) To initiate, stimulate and improve intercollegiate athletics programs for student-athletes and to promote and develop educational leadership, physical fitness, athletics excellence and athletics participation as a recreational pursuit;

1.3 FUNDAMENTAL POLICY [*]

1.31 Basic Purpose. [*] The competitive athletics programs of member institutions are designed to be a vital part of the educational system. A basic purpose of this Association is to maintain intercollegiate athletics as an integral part of the educational program and the athlete as an integral part of the student body

and, by so doing, retain a clear line of demarcation between intercollegiate athletics and professional sports.

The basic principles of the NCAA also benefit the student-athlete:

2.2 THE PRINCIPLE OF STUDENT-ATHLETE WELL-BEING [*]

Intercollegiate athletics programs shall be conducted in a manner designed to protect and enhance the physical and educational well-being of student athletes.

(Revised 11/21/05)

2.2.1 Overall Educational Experience. [*] It is the responsibility of each member institution to establish and maintain an environment in which a student-athlete's activities are conducted as an integral part of the student-athletes educational experience. *(Adopted 1/10/95)*

2.2.2 Cultural Diversity and Gender Equity. [*] It is the responsibility of each member institution to establish and maintain an environment that values cultural diversity and gender equity among its student-athletes and intercollegiate athletics department staff. *(Adopted: 1/10/95)*

2.2.3 Health and Safety. [*] It is the responsibility of each member institution to protect the health of and provide a safe environment for each of its participating student-athletes. *(Adopted: 1/10/95)*

2.2.4 Student-Athlete/Coach Relationship. [*] It is the responsibility of each member institution to establish and maintain an environment that fosters a positive relationship between the student-athlete and coach. *(Adopted: 1/10/95)*

2.2.5 Fairness, Openness and Honesty. [*] It is the responsibility of each member institution to ensure that coaches and administrators exhibit fairness, openness and honesty in their relationships with student-athletes. *(Adopted: 1/10/95)*

2.2.6 Student-Athlete Involvement. [*] It is the responsibility of each member institution to involve student-athletes in matters that affect their lives. *(Adopted: 1/10/95)*

87. The foregoing provisions of the contract are just a small fraction of the contractual

1 provisions that are intended for the benefit of student-athletes. Thus, Plaintiff, as a student-athlete
2 at UCLA, a NCAA member institution, is an intended beneficiary of the contract.

3 88. The NCAA and the Regents have breached the contract in one or more of the
4 following ways:

- 5 a. by failing to “initiate, stimulate and improve intercollegiate athletics programs for
6 student-athletes...,” in breach of NCAA Const., Art. 1, § 1.2(a), including, but not
7 limited to, by:
- 8 i. failing to implement or require the implementation of a concussion-
9 management practices that met consensus best practices;
 - 10 ii. failing to implement or require the implementation of medically supervised
11 stepwise return-to-play criteria with express time requirements for the student-
12 athlete who was concussed or displayed concussion symptoms to be
13 asymptomatic;
 - 14 iii. failing to require that student-athletes who suffered a concussion or displayed
15 concussion symptoms be managed by medical personnel with specific expertise
16 in concussion diagnosis, treatment, and management;
 - 17 iv. leaving discretion of return to play for a student-athlete that had suffered a
18 concussion or displayed concussion symptoms to an individual member
19 institution’s “medical staff” without regard to whether the staff included
20 physicians or personnel with specific expertise in concussion diagnosis,
21 treatment, and management;
 - 22 v. failing to implement and/or enforce game rules of play designed to minimize, or
23 that would have the effect of minimizing, head injuries or concussions;
 - 24 vi. failing to police or require member institutions to follow Guideline 2o or 2i,
25 respectively; and,
 - 26 vii. failing to provide appropriate medical care or coverage for costs of medical care
27 for student-athletes who suffered concussions or displayed concussion
28 symptoms.

- b. by failing “to uphold the principal of institutional control of, and responsibility for, all intercollegiate sports in conformity with the constitution and bylaws of this association,” in breach of NCAA Const., Art. 1, § 1.2(b);
- c. by failing to apply the NCAA’s enforcement procedures to member institutions who fail to follow the NCAA’s rules, in breach of NCAA Const., Art. 1, § 1.3.2;
- d. by failing to conduct intercollegiate athletics “in a manner designed to protect and enhance the physical well-being of student-athletes,” in breach of NCAA Const., Art 2, § 2.2, including, but not limited to, by failing to provide those services enumerated at Paragraph 287(a)(i)-(viii);
- e. by failing to enforce the requirement that “each member institution [] protect the health of, and provide a safe environment for, each its participating student-athletes,” in breach of NCAA Const., Art. 2, § 2.2.3;
- f. by failing to enforce that “each member institution must establish and maintain an environment in which a student-athlete’s activities are conducted as an integral part of the student-athlete’s education experience,” in breach of NCAA Const., Art. 2, §2.2; and,
- g. by failing to “assist the institution in its efforts to achieve full compliance with all rules and regulations...,” in breach of NCAA Const., Art. 2, § 2.8.2, including but not limited to, by failing to provide those services enumerated at Paragraph 287 (a)(i)-(viii).

89. As a result of the foregoing, Plaintiff has been injured and is entitled to damages and other relief as provided by law in an amount to be proved at law.

SIXTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress against Defendants Jim L. Mora, Adrian Klemm, Anthony Venute and DOES 1-50, inclusive)

90. Plaintiff realleges and incorporates herein by reference each and every paragraph in this Complaint as though fully set forth herein.

1 91. Defendants Jim L. Mora, Adrian Klemm, and Anthony Venute, and each of them,
2 engaged in outrageous conduct towards Plaintiff during the entire period, during which he was a
3 member of the UCLA football team, with the intention to cause or with reckless disregard for the
4 probability of causing Plaintiff to suffer severe emotional distress.

5 92. As a direct and proximate result of the wrongful conduct of Defendants Jim L.
6 Mora, Adrian Klemm, and Anthony Venute, Plaintiff has sustained injury to his health, strength
7 and activity, all of which injuries have caused, and continue to cause, Plaintiff great mental,
8 physical and nervous pain and suffering in a sum to be ascertained at time of trial.

9 93. As a further direct and proximate result of the wrongful conduct of Defendants Jim
10 L. Mora, Adrian Klemm, and Anthony Venute, Plaintiff has sustained and will continue to sustain,
11 serious and permanent physical and emotional injuries, all to Plaintiff's general damage in a sum
12 to be ascertained at time of trial.

13 94. As a further proximate result of the negligence of Defendants Jim L. Mora, Adrian
14 Klemm, and Anthony Venute, Plaintiff has incurred medical, hospital and related expenses in a
15 sum to be ascertained at trial.

16 95. As a further direct and proximate result of the wrongful conduct of Defendants Jim
17 L. Mora, Adrian Klemm, and Anthony Venute, Plaintiff has been unable to complete his
18 undergraduate degree at UCLA or work and has incurred lost profits and income in a sum to be
19 ascertained at trial.

20 96. As a further direct and proximate result of the wrongful conduct of Defendants Jim
21 L. Mora, Adrian Klemm, and Anthony Venute, Plaintiff will in the future incur medical, hospital,
22 psychological and related expenses, the exact nature and extent of which are currently unknown to
23 Plaintiff. Plaintiff will seek leave of Court to amend this Complaint to set forth the full amount of
24 damage when ascertained at trial.

25 97. Defendants Jim L. Mora, Adrian Klemm, and Anthony Venute, wrongful conduct
26 alleged herein was intentional, wanton, reckless, and/or malicious, thus, entitling Plaintiff to an
27 award of exemplary or punitive damages.

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SEVENTH CAUSE OF ACTION

(Negligent Infliction of Emotional Distress against Defendants The Regents of the University of California, Jim L. Mora, Adrian Klemm, and Anthony Venute and DOES 1-50, inclusive)

98. Plaintiff realleges and incorporates herein by reference each and every paragraph in this Complaint as though fully set forth herein.

99. Defendants the Regents knew or reasonably should have known that the conduct described herein would and did proximately result in physical and emotional distress to Plaintiff.

100. At all relevant times, Defendants the Regents and Jim L. Mora, Adrian Klemm, and Anthony Venute, and each of them, had the power, ability, authority, and duty to stop engaging in the conduct described herein and/or to intervene to prevent or prohibit said conduct.

101. Despite said knowledge, power, and duty, Defendants the Regents and Jim L. Mora, Adrian Klemm, and Anthony Venute, negligently failed to act so as to stop engaging in the conduct described herein and/or to prevent or prohibit such conduct or otherwise protect Plaintiff. To the extent that said negligent conduct was perpetrated by certain Defendants, the remaining Defendants confirmed and ratified said conduct with the knowledge that Plaintiff's emotional and physical distress would thereby increase, and with a wanton and reckless disregard for the deleterious consequences to Plaintiff.

102. During the entire period that Plaintiff was a member of the UCLA football team, Jim L. Mora, Adrian Klemm, and Anthony Venute, were acting within the course and scope of their employment with Defendant the Regents and Does 1-50.

103. Defendants the Regents and DOES 1-50 are legally responsible to Plaintiff for the negligence of Jim L. Mora, Adrian Klemm, and Anthony Venute, under the doctrines of agency, employee/employer, *respondeat superior*, and/or other similar doctrines of liability.

104. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered and continues to suffer serious emotional distress, humiliation, anguish, emotional and physical injuries, as well as economic losses, all to his damage in amounts to be proven at trial.

105. As a direct and proximate result of the unlawful conduct of Defendants, Plaintiff has sustained injury to his health, strength and activity, all of which injuries have caused, and

1 continue to cause, Plaintiff great mental, physical and nervous pain and suffering in a sum to be
2 ascertained at time of trial.

3 106. As a further direct and proximate result of the wrongful conduct of Defendants,
4 Plaintiff has sustained and will continue to sustain, serious and permanent physical and emotional
5 injuries, all to Plaintiff's general damage in a sum to be ascertained at time of trial.

6 107. As a further proximate result of the negligence of Defendants Plaintiff has incurred
7 medical, hospital and related expenses in a sum to be ascertained at trial.

8 108. As a further direct and proximate result of the wrongful conduct of Defendants,
9 Plaintiff has been unable to work and has incurred lost profits and income in a sum to be
10 ascertained at trial.

11 109. As a further direct and proximate result of the wrongful conduct of Defendants,
12 Plaintiff will in the future incur medical, hospital, psychological and related expenses, the exact
13 nature and extent of which are currently unknown to Plaintiff. Plaintiff will seek leave of Court to
14 amend this Complaint to set forth the full amount of damage when ascertained.

15 **EIGHTH CAUSE OF ACTION**

16 **(Negligent Hiring and/or Retention against All Defendant The Regents of the University of**
17 **California and DOES 1-50, inclusive)**

18 110. Plaintiff realleges and incorporates herein by reference each and every paragraph in
19 this Complaint as though fully set forth herein.

20 111. Defendant the Regents employed Jim L. Mora, Adrian Klemm, and Anthony
21 Venute, as its agents.

22 112. Defendant the Regents and DOES 1-50 has a duty not to employ any person or
23 persons who pose an unreasonable risk to other persons who would foreseeably come into contact
24 with such persons.

25 113. It was foreseeable that Jim L. Mora, Adrian Klemm, and Anthony Venute, come
26 into contact with Plaintiff, during the period in which he was a member of the UCLA football
27 team.

28 114. Defendant the Regents' employees Jim L. Mora, Adrian Klemm, and Anthony

1 Venute, were incompetent in their respective capacities as football coaches, athletic trainers, and
2 team physician, thereby creating an unreasonable risk to Plaintiff, during the time in which he was
3 a member of the UCLA football team.

4 115. Defendant the Regents' employees Defendants Jim L. Mora, Adrian Klemm, and
5 Anthony Venute, recklessly and negligently subjected Plaintiff to repetitive head-to-head contact
6 in football practice and games, failed to properly respond to Plaintiff's complaints of injuries, and
7 failed to provide Plaintiff with proper training and adequate medical treatment for his multiple
8 injuries sustained, while he played football for the UCLA football team.

9 116. Defendant the Regents had actual or constructive knowledge of the incompetence
10 of Jim L. Mora, Adrian Klemm, and Anthony Venute.

11 117. Defendant the Regents' employees' acts, omissions and misrepresentations caused
12 Plaintiff to suffer multiple physical injuries and substantial damages.

13 118. Defendant the Regents' negligence in hiring and/or retaining said employees was a
14 direct and proximate cause of Plaintiff's concussions and related complications. As a direct and
15 proximate result of the negligence of Defendant the Regents and DOES 1-50, Plaintiff is entitled
16 to recover for his injuries and pain and suffering. All of the injuries, damages and losses described
17 herein were caused by Defendant the Regents and DOES 1-50, without any contributory
18 negligence on Plaintiff's part.

19 119. Plaintiff demands judgment against the Defendants, jointly and severally, for
20 compensatory and punitive damages in amounts to be proven at trial, plus interests and costs as
21 allowed by law.

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PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For compensatory and general damages, including but not limited to damages for past, present, and future psychological and emotional pain, suffering, and distress, in a sum at least in excess of \$15 million to be ascertained at time of trial;
2. For past and future medical and health care expenses in a sum to be ascertained at time of trial;
3. For all incidental expenses in a sum to be ascertained at time of trial;
4. For loss of income and earning ability in a sum to be ascertained at time of trial;
5. For prejudgment interest pursuant to California Civil Code § 3291;
6. For an award of punitive and/or exemplary damages;
7. For costs of suit incurred herein; and
8. For such other and further relief as this Court may deem just and proper.

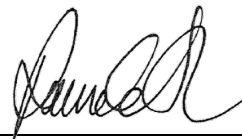
JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

DATED: May 29, 2019

THAKUR LAW FIRM, APC

By:



PAMELA TAHIM THAKUR
JASKARAN SINGH SONDH
Attorneys for Plaintiff, JOHN LOPEZ